

**Patterson Belknap Webb & Tyler LLP**

1133 Avenue of the Americas New York, NY 10036-6710 212.336.2000 fax 212.336.2222 [www.pbwt.com](http://www.pbwt.com)

January 11, 2013

By ECF

Geoffrey Potter  
Partner  
(212) 336-2050  
Direct Fax (212) 336-7906  
[gpotter@pbwt.com](mailto:gpotter@pbwt.com)

Hon. Kiyo Matsumoto  
United States District Court  
Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, NY 11201

**Re: Innovation Ventures, LLC and Living Essentials, LLC v. Ultimate One Distributing Corp., et al., 12 Civ. 5354**

Dear Judge Matsumoto:

I write on behalf of Plaintiffs (collectively “Living Essentials”) in this matter. Earlier today, we filed via ECF a stipulation with 7-Eleven Store #32760, a defendant in this matter, extending its date to answer the Seventh Amended Complaint. I wanted to bring the Court’s attention to the fact that the individual who signed the stipulation on behalf of the store is not an attorney, but the store owner. Accordingly, our signing and filing of the stipulation was in error, as the owner cannot represent the store itself. We do not intend to hold the store in default and are currently attempting to settle this matter with the store. If that fails, we intend to give the defendant sufficient time to retain counsel.

Respectfully submitted,



Geoffrey Potter

cc: Counsel for Defendants (via ECF)  
7-Eleven Store #32760 (via FedEx)